

Invitation to Bid Westerly Armory Roof Replacement

ITB Number: 25-001

January 16, 2025

THIS PROJECT IS FUNDED BY A FEDERAL GRANT

The Westerly Armory Restoration, Inc., acting through its Purchasing Agent, is hereby soliciting sealed bids for the above referenced ITB and you are hereby invited to submit a Lump Sum Proposal for the Scope of Work described in this Invitation to Bid, in strict accordance with the Bid Documents.

TERMS AND CONDITIONS

Bids shall be based on the Terms and Conditions as referenced in this Invitation to Bid.

BID DUE DATE/SUBMITTING INSTRUCTIONS

BIDS ARE DUE and MUST BE SUBMITTED on the **BID FORM, provided in the Project Manual, NO LATER THAN 12:00 p.m. February 10, 2025.** A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids **must be** sealed and addressed to the undersigned, at the Westerly Armory, 41 Railroad Avenue, Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and ITB Number and Title. Bidders must include two hard copies and a Digital copy (Disk or Flash) of the Bid as defined in the Instruction to Bidders.

BIDDER'S QUESTIONS

Questions regarding this solicitation must be emailed and received by the Operations Manager/Treasurer at no later than **12:00 p.m. on January 27, 2025** in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Westerly Armory's website at www.westerlyarmory.com as an addendum to this solicitation by **February 3, 2025.**

PRE-BID MEETING

A **non-mandatory** pre-bid meeting is scheduled for **January 23, 2025**, at 1pm for a general project overview and tour of the existing facilities located at 41 Railroad Avenue, Westerly, RI 02891. Attendance is **non-mandatory** but encouraged as this will be the bidders' only opportunity to visit and familiarize themselves with the facility where they will be providing services, so that they may respond accurately to this ITB.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all materials and equipment, FOB jobsite.
2. Bid Price which exceed \$50,000 must include a 5% Bid Bond and cost of Payment and Performance **Bonds**. The successful Bidder will be required to post a 100% Payment and Performance Bond.
3. Bidders shall note that their bid is based on **Prevailing Wage** (RIGL Sec 37-13-1 et seq.). The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis and submit certified weekly payroll as described in the Instructions to Bidders. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov.
4. Bidder's prices shall include all **Permits/Fees**.
5. Quotes must be firm for a minimum of 120 days from date of submission.

6. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Change Orders will be necessary.
7. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
8. This project is Tax exempt for Rhode Island Sales Tax and Federal Excise Taxes.
9. The Successful Bidder MUST be able to have a response time that will allow an assigned project to be completed when requested by the Westerly Armory.

BID DOCUMENTS

Attachment A	Scope of Work/ Project Schedule
Attachment B	Instruction to Bidders Pages
APPENDIX A	Federal and State Required Documents

BID DOCUMENTS AVAILABLE AT:

www.westerlyarmory.com

Agreement	AIA Draft Contract [See Project Manual]
Drawings & Specifications	
Addenda	

FEDERAL AND STATE REQUIRED FORMS: Bidders must include, complete, sign and submit documents in Appendix A with each bid proposal.

This solicitation is available at www.westerlyarmory.com as ITB 25-001.

The Westerly Armory Restoration, Inc. reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Westerly Armory Restoration, Inc.

The Westerly Armory Restoration, Inc. does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations.

Regards,

Manager
Westerly Armory

Westerly, RI 02891
Tel: (401)
Email: @

CC: file

INVITATION TO BID

PROJECT: [Westerly Armory Restoration, Inc.](#)
ITB #25-001 Westerly Armory Roof Replacement
41 Railroad Avenue
Westerly, RI 02891

OWNER: **Westerly Armory Restoration, Inc.**
P.O. Box 614
Westerly, RI 02891

ARCHITECT: Northeast Collaborative Architects

1. Bid Invitation: General Contractors are invited to submit an offer under seal to the Westerly Armory Restoration, Inc. for construction of the above project. Bids shall be submitted in accordance with the Solicitation.
 - a. This invitation to bid is for the work as described in the Contract Documents.
 - b. The Documents will be made available electronically.
2. Pre-Bid Conference: A **non-mandatory** pre-bid conference will be held on **January 23, 2025 at 10amm local time** for a general project overview and a tour of the existing facility.
 - a. Attendance is highly recommended.
3. Request for Information: Requests during the Bid Period will be accepted until **January 27, 2025 at 12:00 noon local time.**
 - a. Requests for information or clarification must be made electronically and sent to the attention of the Operations Manager/Treasurer **John Humble at the Westerly Armory Restoration, Inc., email: jhumble417@aol.com**
4. Addenda: Addenda will be issued electronically. Faxes and hardcopies will not be provided.
 - a. It is the responsibility of the **prospective bidders to monitor the Westerly Armory Restoration, Inc. website www.westerlyarmory.com for any subsequent bid addendum.**
5. No addenda will be issued or posted within forty-eight (48) hours of the bid submission deadline. Interpretations: No oral interpretations will be made to any bidder regarding the meaning of the Drawings and Specifications. Every request for interpretation will be made in writing, via email, by the Bidder to the Purchaser. Every interpretation will be issued in the form of a written addendum. All addenda will become part of the Contract Documents. Failure of any bidder to receive such interpretation shall not relieve the firm from any obligation required by addenda.
6. Submission Deadline: Bids are due on **February 10, 2024 at 12:00 pm local time.**
 - a. Late submittals will not be considered.
 - b. Provide two (2) complete, original hardcopies of all bid documents plus one (1) thumb drive or disk with a copy of all bid documents provided in PDF file format.

- c. Proposals must be mailed or hand-delivered in a sealed envelope marked as follows:
Marked as: **Westerly Armory Roof Replacement. ITB #25-001**

Sent to: Westerly Armory Restoration
PO Box 614
Westerly, RI 02891
Tel: (401) 596-8554
Email: jhumble417@aol.com

It is anticipated that the review of all bids received and the acceptance of an appropriate bid will be completed by March 31, 2025.

7. Project Description: Roof Replacement at Westerly Armory in Westerly, RI.

Westerly Armory Roof Replacement

Work includes removal of the existing modified bitumen roofing and slate roof down to the existing underlayment, modifications to existing gutter and downspout systems. Existing roof-mounted HVAC equipment to remain. New work includes wood blocking as required, protection board, roof insulation and tapered insulation, authentic slate shingles, damaged/rotted underlayment replacement, EPDM liner, zinc-coated copper flashing, and snow guards.

- a. The Work will be executed in a single phase, by the General Contractor.
 - i. The existing building and site will remain occupied for the duration of construction.
 - ii. The Contractor shall provide a detailed construction schedule, to be submitted to the Owner and Architect for review and approval.
 - b. The entire project shall reach **Substantial Completion** no later than **September 30, 2025**.
 - c. **Final Completion shall within sixty (60) calendar days after Substantial Completion.**
 - d. All parking, storage and logistic items for construction will be confined to the existing site.
8. Discrepancies: The Drawings and Specifications have been designed to be supportive of each other. Should any discrepancies be discovered, the Purchaser shall be notified, and clarification requested in writing upon discovery of said discrepancy. Should timing be a factor, then the higher cost and/or better-quality product in the discrepancy shall prevail.
9. The Contractor shall meet all the requirements prescribed by the State Labor Laws and regulation, issued by the Rhode Island Department of Labor, pertaining to Public Works projects General Laws of Rhode Island. These laws include, but are not limited to:
- a. Weekly payment of employees,
 - b. Provisions applicable to Public Works Contracts,
 - c. Payment of Prevailing Wages,
 - d. Posting of Prevailing Wage Rates, and
 - e. Overtime Compensation.

Bid Bond: Bidders are required to provide a bid surety in the form of a bid bond payable to the Westerly Armory Restoration, Inc. in an amount not less than five percent (5%) of the bid price. Certified checks will not be accepted in lieu of a Bid Bond.

Performance and Payment Bond:

1. The successful bidder shall furnish a Performance Bond and a Labor and Material/Payment Bond in the amount of one hundred percent (100%) of the Contract price.
2. The cost of such bonds shall be included in the Bid.

3. The surety on such bonds shall be a duly authorized surety company satisfactory to the Owner and authorized to do business in the State of Rhode Island.
4. A commitment letter must be furnished with the sealed Bid.
5. The Contractor shall submit the required bonds to the Owner simultaneously with the delivery of the executed contract.

State Sales Tax Exemption: The project is tax exempt. Bidders, subcontractors, and material suppliers shall not include in their Bids any state sales taxes relative to the performance of the Work.

Permits: A building permit and all other applicable permits are required for this project. The General Contractor shall file for a permit with the Town Building Department and Fire Marshal. Plan review fees have been waived for this Project.

Prevailing Wages: Work under this Contract will be subject to Prevailing Wage Rates as identified in specification Section 000330 "Prevailing Wage Rates."

Insurance: The Contractor shall carry and continuously maintain until completion of the Contract, insurance in such form as shall protect him performing work covered by this Contract, or the Owner, Design Agent, its employees, agents, and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the above parties and its employees, agents, and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

WBE/MBE Participation: Pursuant to RI General Law 37-14.1-6, minority business enterprises shall be included in all procurements and construction projects under this chapter and shall be awarded a minimum of fifteen percent (15%) of the dollar value of the entire procurement or project. Of that fifteen percent (15%), minority business enterprises owned and controlled by a minority owner, as defined in § 37-14.1-3, shall be awarded a minimum of seven and one-half percent (7.5%), and minority business enterprises owned and controlled by a woman shall be awarded a minimum of seven- and one-half percent (7.5%)

State Public Works Contract Apprenticeship Requirements: Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice-to-journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training. To the extent that any of the provisions contained in this section conflict with the requirements for federal aid contracts, federal law and regulations shall control. If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein. Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority. No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

Additional information can be found at the Rhode Island Department of Labor and Training and through established partnerships with Apprenticeship RI and Building Futures.

Miscellaneous: The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase. The Owner reserves the right to award based on cost alone, accept or reject any or all bids, and to act in its best interest. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

1. It is the bidder's responsibility to examine all Drawings, Specifications, and conditions thoroughly and comply fully with Contract Documents and all attached terms and conditions. Bidders must comply with all Federal, State, and Town laws, ordinances, and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder.
3. Proposals are irrevocable for a period of not less than one hundred twenty (120) calendar days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any bidder object to this condition, the bidder must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
4. All pricing submitted will be firm and fixed unless otherwise indicated herein.
5. The bidder has full responsibility to ensure that the proposal arrives at the stated bid location prior to the deadline set out herein. The Owner assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline shall be returned, unopened, to the bidder.
6. It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work.
7. Bidders are advised that all materials submitted to the Owner for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
8. Bidders are responsible for errors and omissions in their proposals. No such error or omission shall diminish the bidder's obligations to the Owner.
9. The Owner reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The Owner also has the right to waive immaterial defects, minor irregularities, and formalities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the Owner upon delivery to the stated bid submission location.

ATTACHMENT "A"

SCOPE OF WORK

ITB 25-001

WESTERLY ARMORY ROOF REPLACEMENT

General Contractors are invited to submit an offer under seal to the Westerly Armory for construction of the above project. Bids shall be submitted in accordance with the Solicitation.

Westerly Armory Roof Replacement

Work includes removal of the existing modified bitumen roofing and slate roof down to the existing underlayment, modifications to existing gutter and downspout systems. Existing roof-mounted HVAC equipment to remain. New work includes wood blocking as required, protection board, roof insulation and tapered insulation, authentic slate shingles, damaged/rotted underlayment replacement, EPDM liner, zinc-coated copper flashing, and snow guards.

See Project Manual, Supplementary Conditions and 011100 Summary of Work.

PROJECT SCHEDULE

The work must be executed to allow for the following anticipated sequence:

- a. Substantial completion: **September 30, 2025**
- b. **Final completion: within 60 days of substantial completion**

ATTACHMENT "B"

Bid Form

[See Project Manual Section 004113 Bid Form]

ATTACHMENT "C"

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION/SERVICES

PURCHASING DEPARTMENT

1. **Submission of Bids**

a. Envelopes containing bids **must be** sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with ITB number.

b. The Purchasing Agent will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.

c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

2. **Prices**

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event, there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

3. **Terms**

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Westerly Armory Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

4. **Qualification of Bidders**

The Westerly Armory Inc. may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Westerly Armory with all such information and data for the purpose as may be requested.

5. **Addenda and Interpretations**

No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations **must** be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The Westerly Armory is not

responsible for information obtained from any other source. It is the responsibility of the Bidder to check the website for any and all information regarding the request to bid.

6. **“Or Equal” Bidding**

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Westerly Armory or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

7. **Award and Contract**

Unless otherwise specified, the Westerly Armory Restoration, Inc. reserves the right to make award by item or items, or by total, as may be in the best interest of the Westerly Armory Restoration, Inc.; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Contract shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

8. **Equal Employment Opportunity Policy Statement**

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Westerly Armory Restoration, Inc. pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Westerly Armory Restoration, Inc. is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Westerly Armory Restoration, Inc. with goods and services necessary for routine and emergency operations. The Westerly Armory Restoration, Inc. will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

9. **Standard Insurance and Indemnification Requirements (for Construction/Labor Services)**

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage’s at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor’s activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage’s required here are in effect and specifying that the liability coverage’s are written on an occurrence form and that the coverage’s will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Westerly Armory Restoration, Inc., P.O. Box 614 , Westerly, Rhode Island, 02891 Attn: John Humble. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from

WESTERLY ARMORY RESTORATION, INC.

evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required

WESTERLY ARMORY RESTORATION, INC.

\$2,000,000 general aggregate with dedicated limits per project site
\$2,000,000 products and completed operations aggregate
\$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Westerly Armory Restoration, Inc. shall apply.

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability: \$500,000 bodily injury for each accident
\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Westerly Armory Restoration, Inc. shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

G. Professional Liability (**for consultants, engineers, and other individuals/businesses providing professional services**)

Each Claim/Wrongful Act: \$1,000,000
Annual Aggregate \$1,000,000

Westerly Armory Restoration, Inc. reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

10. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

11. Wage Rates (for on-site construction labor services)

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. See Appendix B.

12. Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

13. Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

14. Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk or Flash Drive. The disk must include **all the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline_BidderName.pdf

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date Day. Bids may be opened publicly in Westerly Armory shortly after Bid receipt.

15. Binding Contract

A binding contract between the Westerly Armory Restoration, Inc. and the successful bidder will be formed by the issuance of the Standard Form of Agreement Between Owner and Contractor Stipulated Sum AIA Document A101-2007. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Request for Quote, the Bidder Certification Form, and the Agreement. The successful bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed or Contract.

16. DISCLAIMER

- a. The Westerly Armory Restoration, Inc. reserves the right to amend, cancel or withdraw the Request for Proposal at any time if it is deemed in the best interests of the Westerly Armory Restoration, Inc. to do so. The Westerly Armory Restoration, Inc. reserves the right to reject any, or any part of, or all proposals, to waive informalities and technicalities, and to accept that bid proposal which the Westerly Armory Restoration, Inc. deems to be in the best interest of the Westerly Armory Restoration, Inc., whether or not it is the lowest dollar bid.
- b. The Westerly Armory Restoration, Inc. is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
- c. All proposals submitted, and information included therein or attached thereto shall become public records upon their delivery to the Westerly Armory Restoration, Inc.. All documents created by the respondent during the completion of their contract requirements shall become the property of the Westerly Armory Restoration, Inc., including any databases and information systems that are created.
- d. The information contained in this ITB and attachments, hereto, and any addendum that may be issued, are provided to assist prospective Bidders in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the Westerly Armory Restoration, Inc. and its officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Bidders.

17. Background Investigation Check for Construction Contractors and Sub-Contractors

Prior to the start of work on any Westerly Armory site, all construction contractors and other vendors supporting construction projects including but not limited to construction managers, company owners, architects, engineers, specialty contractors, subcontractors and personnel for the same shall be subject to national and state criminal background checks to determine suitability for performing work at a Westerly Armory site. No personnel shall work at a Westerly Armory construction site that has been identified as a sexual predator, convicted of a serious offense or convicted of a crime in the last three years.

The contractor or vendors supporting construction projects shall screen all personnel on the national and state level and/or other appropriate sexual predator database. Contractors and sub-contractors must conduct a sexual predator screening of all personnel. All personnel are required to wear badges with a picture, employees name and name of contractor.

Contractors and other vendors supporting construction projects shall be required to complete the background check and to pay the processing and maintenance fee required for all the appropriate background checks. **Contractors should not expect these background checks to be completed by the Westerly Police Department.** Failure to meet policy requirements may result in a stop work order and/or revocation of the contract.

APPENDIX A

Westerly Armory Restoration, Inc., as a recipient of federal grant funds, requires that the Contractor/Consultant agree to be bound by and comply with the following clauses and certification, which are incorporated by reference herein and have the same force and effect as if set forth in full text.

Termination for Cause

- A. Contractor/Consultant shall be in default if at any time 1) Contractor/Consultant refuses, neglects or fails in any respect to perform the Services within this Agreement with promptness, diligence or in accordance with any of the provisions set forth herein, 2) Contractor/Consultant refuses, neglects or fails to perform any other obligations under this Agreement or provide adequate assurances of performance, 3) Contractor/Consultant makes an assignment for the benefit of creditors or bankruptcy or insolvency proceedings are instituted by or against Contractor/Consultant, or 4) in the Westerly Armory Restoration, Inc. sole judgment, Contractor/Consultant's financial or other condition or progress on the Agreement shall be such as to endanger timely performance.
- B. If Contractor/Consultant fails to remedy such default within 48 hours after receipt by it of such written notice (or, if such default is incapable of being remedied within 48 hours, Contractor/Consultant fails to commence taking steps to remedy such default as quickly as possible, but, in any event within 30 days), the Westerly Armory Restoration, Inc. may, in writing, and without notice to Contractor/Consultant's sureties, if any, terminate the Agreement and/or pursue any other remedies available under the Agreement, by law, or in equity.
- C. Upon receipt of notice of termination, Contractor/Consultant shall return any Company property, deliver all Work Product in progress, and provide Company with all intellectual property rights in any Work Product.
- D. Termination is not the Westerly Armory Restoration, Inc. exclusive remedy and is in addition to any other rights and remedies it may have under the Agreement or by law. Failure of Company to exercise any of its rights under this Section shall not excuse Contractor/Consultant from compliance with the provisions of the Agreement nor prejudice rights of Company to recover damages for such default.

Termination for Convenience

The Westerly Armory Restoration, Inc., may at any time, upon ten days written notice to Contractor/Consultant, terminate the Agreement in whole or in part. Upon receipt of such notice, Contractor/Consultant shall discontinue providing Services on the date and to the extent specified in the notice and shall thereafter do only such work as may be necessary to preserve and protect the Services already in progress. Upon such termination, Contractor/Consultant waives all claims for damages as a result of such termination including, but not limited to, loss of anticipated profits, and any claims of Subcontractors or Suppliers as a result of such termination and shall accept the value of all Services completed through the date of termination as sole and complete compensation. No termination fee(s) shall be payable by Company.

Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Davis Bacon Act

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. § 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contracts are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, contractors are required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act

- A. The contractor shall comply with 18 U.S.C § 874, 40 U.S.S. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. The contractor or subcontractor shall insert in any subcontracts the clause above and any other clauses in any lower subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided by 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The (Westerly Armory Restoration, Inc.) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Rights To Inventions Made Under A Contract Or Agreement. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by the Westerly Armory Restoration, Inc. resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

Clean Air Act

1. The Contractor/Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor/Consultant agrees to report each violation to Westerly Public Schools and understands and agrees that Westerly Public Schools will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate
3. Environmental Protection Agency Regional Office.
4. The Contractor/Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA grant program.

Federal Water Pollution Control Act

1. The Contractor/Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Westerly Public Schools and understands and agrees that Westerly Public Schools will, in turn, report each violation as required to assure notification to the Treasury and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor/Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA grant program.

Record Retention Requirements. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Energy Policy And Conservation Act Compliance. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Buy American Provisions Compliance. To the extent Supplier accepts a purchase order from a Participating Member that expressly notes that the procurement must comply with the Buy American Act of 1933, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

Access To Records (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Domestic Preferences for Procurement

- A. As applicable, and to the extent consistent with 2 C.F.R. 200.322, the Contractor should, to the greatest extent practicable provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

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B. The Contractor shall require any subcontractors to include the requirements of this section any subcontracts.

C. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL AND STATE REQUIREMENTS

(Forms listed below must be submitted with your bid)

Forms referenced in this document are attached after this specification in the following:

1. Bidder Certification
2. Certification Regarding Debarment, Suspension And Other Responsibility Matters
3. Restrictions On Lobbying Certification
4. Non-Collusion Affidavit
5. Subcontracting Certification
6. Non-Collusion Affidavit Of Subcontractor
7. M/WBE Clause Certification
8. Certificate of Good Faith Efforts
9. Schedule of Intended Participation by Minority/Women Business Enterprises
10. Assurance of compliance with Title VI of the Civil Rights Act of 1964

Bidder Certification

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with Westerly Armory Restoration, Inc.. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1} has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to Westerly Armory Operations Manager/Treasurer at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other locations or which are not present in Westerly Armory Restoration, Inc. business office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The Westerly Armory Restoration, Inc. reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Westerly Armory/Schools.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Operations Manager/Treasurer that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, Westerly Armory Restoration, Inc. will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Operations Manager/Treasurer. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44- 18-30 Para1, as amended.) Westerly Armory Restoration, Inc. is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. **PRICES QUOTED ARE FOB DESTINATION.** No additional shipping, handling, or fuel surcharge costs will be honored by the Westerly Armory/School. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Operations Manager/Treasurer.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and

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occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to Westerly Armory Restoration, Inc. for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting westerlyarmory.com or appearing in person at the Westerly Armory's business office, Mondays and Thursdays between 9:00am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at Westerly Armory Restoration, Inc.'s sole option.

BID SURETY. Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of Westerly Armory Restoration, Inc. on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Westerly Armory Restoration, Inc., no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by Westerly Armory Restoration, Inc. PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by Westerly Armory Restoration, Inc. shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all Westerly Armory Restoration, Inc.'s contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

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PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of Westerly Armory.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances
SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Westerly Armory's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Manager at the Westerly Armory.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

BIDDER CERTIFICATION

(This document must be completed and submitted with your bid.)

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___ 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___ 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___ 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___ 4. I/we certify that I/ we will immediately disclose, in writing, to the Operations Manager/Treasurer any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___ 5. I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Operations Manager/Treasurer may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of Westerly Armory may be disregarded and shall not be binding on Westerly Armory.

___ 6. I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform Westerly Armory Operations Manager/Treasurer in writing of such circumstance.

___ 7. I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform Westerly Armory Operations Manager/Treasurer in writing of such circumstance.

___ 8. I/we certify that I/we understand that falsification of any information herein or failure to notify Westerly Armory Operations Manager/Treasurer as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___ 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___ 10. I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from Westerly Armory, including the offer contained herein.

___ 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___ 12. If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___ 13. I/we certify that the above information is correct and complete.

If you have answered "YES" to questions #1-3 or if you are unable to certify yes to questions #4-11 and 13 of the foregoing, provide a detailed explanation in an attached statement. Incomplete certification forms shall be grounds for disqualification of offer.

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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, and (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer and daytime telephone number

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION and OTHER
RESPONSIBILITY MATTERS**

(This document must be completed and submitted with your bid.)

1. In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a - d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

RESTRICTIONS ON LOBBYING CERTIFICATION

(This document must be completed and submitted with your bid.)

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

(This document must be completed and submitted with your bid.)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:
(Individual's Name)

(1) He/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.)

herein referred to as the Bidder that has submitted the attached bid;

(2) He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Westerly Armory, RI or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant,

(6) That no officer or employee or person whose salary is payable in whole or in part from Westerly Armory is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof,

Proposer: _____ Signature: _____

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____ 20_____

(Notary Public)

My Commission expires: _____

Subcontracting Certification

(This document must be completed and submitted with your bid.)

At the time of the submission of bids for the 25-001 Westerly Armory Roof Replacement my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that the subcontractors are identified below, and any documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request.

_____ It is not my intention to subcontract a portion of the work.

_____ It is my intention to subcontract a portion of the work using the following subcontractors. (List company name and business address of each specialty subcontractor. Only one name shall be listed for each category. Use a second page if necessary.)

(1) _____

(2) _____

(3) _____

(4) _____

Name of Firm _____

By: _____
(Signature/Title)

Non-collusion affidavit of subcontractor

(This document must be completed and submitted with your bid.)

State of _____

County of _____)

_____ being first duly sworn,
Deposes and says that:

- (1) He, _____ of _____ herein referred to as the subcontractor;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____ the Contractor for certain work in connection with the _____ contract pertaining to the project in Westerly, Rhode Island;
- (3) Such Subcontractor's proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Westerly Armory, RI or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant,
- (6) That no officer or employee or person whose salary is payable in whole or in part from Westerly Armory is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof,

Proposer: _____ Signature: _____

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____ 20_____

(Notary Public)

My Commission expires: _____

M/WBE CLAUSE CERTIFICATION

(Minority/Women Business Enterprises)

(This document must be completed and submitted with your bid.)

To be eligible for award of contract for above project(s), the bidders must execute and submit as a part of his/her bid, the following M/WBE Clause Certification which will be deemed a part of the resulting contract.

Warning: This certification is vital and if not submitted, the Contractor/Consultant’s bid will be considered to be nonresponsive. Similarly, if a false certification is submitted, the Contractor/Consultant’s bid will be considered to be non-responsive.

The Contractor/Consultant agrees to use his/her good faith efforts as outlined in this certification to utilize M/WBE firms in the award of his/her subcontracts to the fullest extent with the suggested goals for this project. Under this M/WBE Clause Certification, the bidder agrees to maintain records to document contracts and specific efforts made to seek out and identify potential M/WBE Contractors. The bidder agrees to make good faith effort to replace an M/WBE subcontractor who is unable to perform successfully with another M/WBE.

DEFINITIONS

For the purposes of this certification, the following terms are defined:

1. Minority : A person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black (a person having origins in any of the black racial groups of Africa)
 - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South, or Central America or the Caribbean Islands, regardless of race)
 - c. Asian American (a person having origins in any of the original peoples of the Far East, Southeast, Asia, the India Subcontinent, or the Pacific Islands)
 - d. American Indian and Alaskan Native (a person having origin in any of the original peoples of North America)
 - e. Members of other groups or other individuals found to be socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. M/WBE: A small business concern which is owned and controlled by one or more minorities and/or women.
 - a. Which is at least 51 per centum owned by one or more minorities and/or women or in the case of publicly owned business, at least 50 per centum of the stock of which is owned by one or more minorities and/or women
 - b. Whose management and daily business operations are controlled by one or more such individuals.
 - c. In the case of a joint venture between a minority- or women-controlled enterprise meeting the requirements (1) above and a non-minority/women-controlled enterprise, the joint venture shall be found to be a M/WBE Contractor if the enterprise meeting the requirements of (1) above shall have more than one-half control over management of the project bid upon and shall have the right to receive more than one-half of the profit deriving from the project.

These goals are established in accordance with 2 CFR 200.321 and Executive Orders 11625 (26 FR 1976), and 12432. On all contracts, the bidder agrees to take affirmative actions to seek out and utilize M/WBE firms. On contracts with suggested goals, the bidder must complete the “Schedule of Intended Participation by Minority/Women Business Enterprise.” If the M/WBE participation submitted on the form does not meet the contract goals, the bidder must complete the “Certification of Good Faith Efforts” form.

Name of Firm or Individual (Type or Print)

Corporate Seal

WESTERLY ARMORY RESTORATION, INC.

Business Address

Authorized Agent (Signature)

Title

Date at _____, _____ this _____ day of _____, 20____.
(city) (state)

CERTIFICATE OF GOOD FAITH EFFORTS

(This document must be completed and submitted with your bid.)

Bidder has used his/her good faith efforts to use M/WBE firms as evidenced by the following actions taken.

Check those which have been done:

___ Bidder has advertised in general circulation, trade association of minority- or women-focused media concerning subcontracting opportunities.

___ Bidder has provided written notice to specific M/WBE firms that their interest in the contract was being solicited in sufficient time to allow M/WBE's to participate.

___ Bidder has contacted M/WBE firms who expressed interest to determine with certainty whether they were in fact interested.

___ Bidder has selected specific portions of the work to be performed for solicitation of M/WBE participation.

___ Bidder has provided interested M/WBE firms with information about the plans, specifications, and requirements of the project.

___ Bidder has negotiated in good faith with interested M/WBE firms for specific portions of the work to be performed on this project.

___ Bidder has made efforts to assist interested M/WBE firms in obtaining bonding, lines of credit, or insurance required in order to perform work on this project.

___ Bidder has used the services of minority and women community organizations, minority and women contractor groups, or governmental minority and women business assistance offices.

Please describe any additional or other efforts bidder has taken which were used to obtain M/WBE participation in this contract.

SCHEDULE OF INTENDED PARTICIPATION BY MINORITY/WOMEN BUSINESS ENTERPRISES

(This document must be completed and submitted with your bid.)

		Total Price	
Name and Address of Minority/Women Firms and Federal ID NO.	Type of Work	Dollars	Cents
Total Amount to be paid to M/WBE firms:			

Percent of total bid price including alternates which is to be paid to M/WBE firms for work performed, materials, and/or supplies furnished under this contract is ____%.

Assurances of Compliance with Civil Rights Requirements
(This document must be completed and submitted with your bid.)

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021 2
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, consultants, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, consultants, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR

WESTERLY ARMORY RESTORATION, INC.

Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: November 30, 2021 3 agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

